

A. G. Contract No. KR94 2974TRN
ECS File No.: JPA 94-248
Project: P4494 01P
Section: Bicycle Safety

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF CAVE CREEK

THIS AGREEMENT is entered into 6 June, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and THE
TOWN OF CAVE CREEK, acting by and through its MAYOR and TOWN
COUNCIL (the "Town").

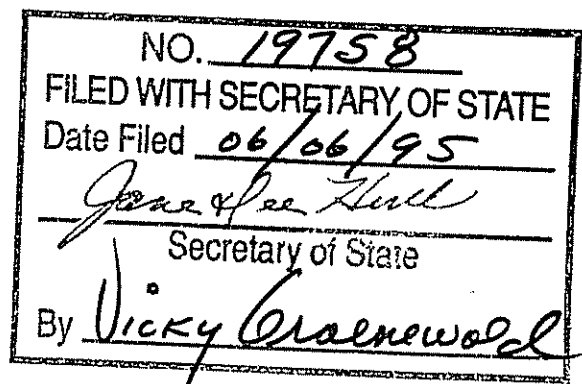
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and authorized
the undersigned to execute this agreement on behalf of the Town.

3. The Federal Highway Administration has provided
planning and research (SPR) State administered grant funds for
various safety programs, including, but not limited to, bicycle
safety education and related applications. The State has
evaluated and approved a grant in the amount of \$1,000.00 for
the Town.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE

1. The Town will:

a. Invoice the State for grant funds in the amount of \$1,000.00. Be responsible for any program costs over and above the State's grant contribution.

b. Expend grant funds in substantial conformance with the goals and objectives of the grant application provided to the State.

2. The State will:

Within thirty (30) days after receipt and approval of an invoice, pay the Town \$1,000.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the program is to convey federal pass through funds for the use and benefit of the Town by reason of state law under which funds for the program are authorized to be expended. Should the program not be completed, be partially completed, or be completed at a lower cost than the State's grant contribution, or for any other reason should any of these grant funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State. The Town agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

2. This agreement shall remain in force and effect until completion of said program and payment; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Cave Creek
Town Manager
37622 N. Cave Creek Road
Cave Creek, AZ 85331

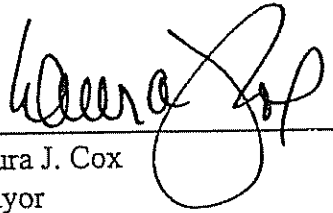
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


TOWN OF CAVE CREEK

STATE OF ARIZONA
Department of Transportation

By

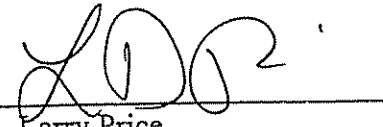

Laura J. Cox
Mayor

By


HARRY A. REED, Director
Transportation Planning
Division

ATTEST

By



Larry Price
Town Clerk (Interim)

457/4-7
29nov

RESOLUTION

BE IT RESOLVED on this 29th day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into agreements with various political subdivisions and bicycle safety groups for the purpose of promoting bicycle safety and/or training.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.



LARRY S. BONINE
Director

H. J. J. J. J.
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**MINUTES OF A SPECIAL SESSION
OF THE TOWN COUNCIL
TOWN OF CAVE CREEK, ARIZONA
FEBRUARY 6, 1995**

CALL TO ORDER

The meeting was called to order at 7:05 p.m. by Mayor Cox at Town Hall, 37622 N. Cave Creek Road, Cave Creek, AZ 85331 on February 6, 1995.

ROLL CALL

The following Councilmembers were present: Mayor Laura J. Cox, Vice Mayor Richard Bartholomew, Councilmembers Jim Grubb, Ellen Sands, and Jim Threadgill. Councilmembers Jack Bastine and Tom Augherton was absent. **Staff members present:** Interim Town Manager Larry Price, Development Services Director Michael Graham, Town Engineer Phil Hughes, Town Marshall Hal Conant, and Town Attorney Dave Ledyard.

PLEDGE OF ALLEGIANCE

PROCLAMATION

Mayor Cox read the proclamation proclaiming February 1995 as American History Month in Cave Creek.

CALL TO THE PUBLIC

The following individuals addressed the Council.

Tom Zirbes, 38426 N. Jacqueline Drive

Reviewed the changes he is proposing to Jacqueline Drive in the Adobe Hill Subdivision. This item will be set for the next scheduled meeting.

Kent Myers, 6419 E Willow Springs

Debated his previous lot split stating that, in his opinion, the Town Council had no authority to deny his lot split.

Larry Eckel, 38880 N. 54th St.

Asked staff to work with all candidates in coordination with Candidates Night.

1. CONSENT AGENDA

- A. Minutes Approval 1-17-95; 1-23-95
- B. Continue Special Use Permit S-94-1 to allow a mini-storage facility in the R-18 zone on Linda Drive to April 24, 1995, at the request of Councilman Grubb.
- C. Lot Split L-95-1, J. Brent Rollins, split lot 216-6-29J (military Road east of Viola Lane) from one parcel into two.

B. Councilmembers' Reports

*Vice Mayor Bartholomew MOVED to readdress item 6.B. - Councilmembers' Reports.
SECONDED by Councilmember Sands. PASSED unanimously.*

Councilmember Threadgill said that the review of all permits and public comment creates makes too many public hearings for the Town Council to conduct. He believes if the Council does not need to approve an item, it should not be placed on their agenda.

ADJOURNMENT

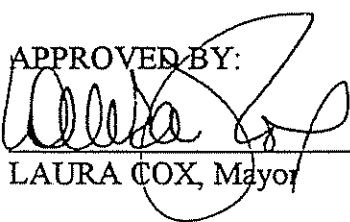
The regular session unanimously adjourned at 9:55 p.m.

SUBMITTED BY:



Town Clerk

APPROVED BY:



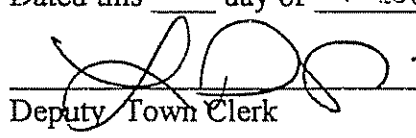
LAURA COX, Mayor

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Session of the Town Council of Cave Creek held on the 6th day of February 1995. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 7th day of March 1995

SEAL



Deputy Town Clerk

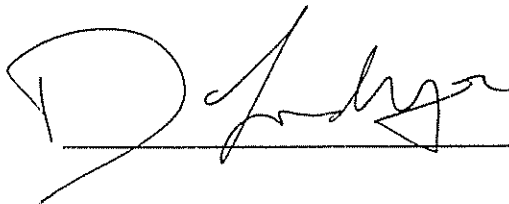
c.p.

ATTORNEY APPROVAL

I have reviewed the attached agreement pursuant to A.R.S. 11-952 and declare this agreement to be in proper form and within the powers and authority granted to _____ under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties to enter into said agreement.

DATED this 18th day of May, 1995.





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-2974-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 31st day of May, 1995.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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